

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350))		RATING DO-A70	PAGE OF PAGES 1 of 46
2. CONTRACT NO.	3. SOLICITATION NO. N00164-02-R-8512	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 2002MAY24	6. REQUISITION/PURCHASE NO.
7. ISSUED BY CODE N00164 COMMANDER BLDG. 3291, Attn: Ms. Kelly Sargent, Code 1165ZD NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001		8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in B. 64 until 2:00 PM EST local time : 2002JUN21
CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FRO INFORMATION CALL:)	A. NAME Ms. Kelly R. Sargent	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) 812-854-3862
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8))	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
15B. TELEPHONE NO. (Include area Code)	15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 23204(c) () [] 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified))	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT – Award will be made on the Form, or Standard Form 26, or by other authorized official written notice.

SECTION "B", SCHEDULE OF SUPPLIES

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Clip-on image intensification night sight (in line) with a contractor supplied variable power dayscope and accessories IAW SOW paragraph 3.1.1. Accessories include Mounting Brackets for the variable power dayscope and the standard issued Leupold MK4 M3 dayscope, AA Batteries, Daylight Cover (with lanyard), Lens Cleaning Kit, Operator/Maintenance Manual, Soft Carrying Case (To be evaluated with the contractor supplied variable power dayscope IAW the SOW and PS), Training and Training Support IAW SOW para 3.7.5, and Standard Commercial Warranty	Min 1 1,175 MAX	EA EA	EA	
0002	Clip-on image intensification night sight (in line) (no dayscope to be supplied) and accessories IAW SOW para. 3.1.2. Accessories include Mounting Brackets for the standard issued Leupold MK4 M3 dayscope, AA Batteries, Daylight Cover (with lanyard), Lens Cleaning Kit, Operator/Maintenance Manual, Soft Carrying Case (To be evaluated with Government supplied 10X Dayscope IAW the SOW and PS), Training and Training Support IAW SOW para 3.7.5, and Standard Commercial Warranty	Min 1 1,725 Max	EA EA		
0003	Night Sight capable of daytime firing IAW SOW Para 3.1.3 with Accessories. Accessories include Mounting Brackets for the standard issued Leupold MK4 M3 dayscope, AA Batteries, Daylight Cover (with lanyard), Lens Cleaning Kit, Operator/Maintenance Manual, Soft Carrying Case (To be evaluated IAW the SOW and PS), Training and Training Support IAW SOW para 3.7.5, and Standard Commercial Warranty	Min 1 1,300 Max	EA EA		
0004	Non-Warranty Failure Analysis and Repair IAW SOW Para. 3.7.3., @ \$XX per hour, (to be filled in at award)To include spare and repair parts to Accomplish the work (T&M Basis)				
0004AA	Non Warranty Failure Analysis and Repair 1 for CLIN 0001		LO	\$ 198,667	\$198,667
0004AB	Non Warranty Failure Analysis and Repair 1 for CLIN 0002		LO	\$ 198,667	\$ 198,667
0004AC	Non Warranty Failure Analysis and Repair 1 for CLIN 0003	1	LO	\$ 198,667	\$ 198,667
0005	Spare Parts IAW SOW Para 3.7.7.1 for VAS NVDs (Fixed Price)				

0005AA 16,667	Spare Parts IAW SOW Para 3.7.7.1 for VAS NVDs (Fixed Price) for CLIN 0001	1	LO	\$ 16,667	\$
0005AB 16,667	Spare Parts IAW SOW Para 3.7.7.1 for VAS NVDs (Fixed Price) for CLIN 0002	1	LO	\$ 16,667	\$
0005AC 16,667	Spare Parts IAW SOW Para 3.7.7.1 for VAS NVDs (Fixed Price) for CLIN 0003	1	LO	\$ 16,667	\$
0006	Extended Three year Warranty	1	LO	\$	\$
0006AA	Extended Three-year Warranty (Fixed Price) for CLIN 0001	1	LO	\$	\$
0006AB	Extended Three-year Warranty (Fixed Price) for CLIN 0002	1	LO	\$	\$
0006AC	Extended Three-year Warranty (Fixed Price) for CLIN 0003	1	LO	\$	\$
0007	Data in accordance with Contract Data Requirements List (CDRLs)	1	LO	NSP	

Offerors shall fill in proposed pricing per CLIN on the below schedule for CLINS 0001 – 0003.

NOTE: In order to allow the Government to benefit from economies of scale, offerors shall permit the interpolation of prices for any quantity between those listed in the proposed pricing matrix. All quantities and years must be priced. The anniversaries for the contract years coincide with the contract award date and consist of 365 days per year, with the exception of leap years, which consist of 366 days per year. The years commence upon contract award.

CLINs 0001 THROUGH 0003: The Government reserves the right to order quantities not specifically listed above but within the range listed in the table. In order to permit the government to benefit from the economies of scale, offerors shall permit the Government to interpolate unit prices for any quantities ordered between quantities listed in the table utilizing the table prices.

NOTE: In order to provide for linear pricing (i.e. straight line extrapolation) for quantities that fall in-between those listed above, the following formula will apply:

$$\text{EXTRAPOLATED UNIT PRICE (EUP)} = \text{UP}_{\text{NH}} + [(Q_{\text{H}} - Q_{\text{O}}) * ((\text{UP}_{\text{NL}} - \text{UP}_{\text{NH}}) / (Q_{\text{H}} - Q_{\text{L}}))]$$

Where:

- UP_{NH} = Unit Price for the upper range limit in the applicable ordering period
- UP_{NL} = Unit Price for the lower range limit in the applicable ordering period
- Q_{H} = Quantity at the range upper limit
- Q_{L} = Quantity at the range lower limit
- Q_{O} = Quantity ordered

CLIN 0001 Year 1 Year 2 Year 3 Year 4 Year 5

Min 1	EA
251	EA
501	EA
1,001	EA
1,175 Max	EA

CLIN 0002 **Year 1 Year 2 Year 3 Year 4 Year 5**

Min 1	EA
251	EA
501	EA
1,001	EA
1,501	EA
1,725 MAX	EA

CLIN 0003 **Year 1 Year 2 Year 3 Year 4 Year 5**

Min 1	EA
251	EA
501	EA
1,001	EA
1,300 Max	EA

GENERAL PROCUREMENT INFORMATION**BUSINESS HOURS**

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

Offerors are reminded to list your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

Contracting Officer; Crane Division, Naval Surface Warfare Center; Attn: Ms. Kelly Sargent, Code 1165ZD₁ Bldg. 3291 300 Highway 361; Crane, IN 47522-5011. Questions may be submitted electronically via e-mail to sargent_k@crane.navy.mil.

SPECIAL NOTICE - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at www.ccr.dlsc.dla.mil For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

Offerors shall transmit proposals via facsimile transmission to fax number 812-854-5066. Offerors shall follow-up with an e-mail copy of proposal to sargent_k@crane.navy.mil, or a hard copy via U.S. mail to the address specified in the solicitation for receipt of offers.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PERFORMANCE SPECIFICATION AND DRAWINGS

Performance Specification and Statement of Work for Visual Augmentation Systems In Line Clip-On/Night Sight are attachments hereto listed in Section "J".

ITEM 0007 - DATA REQUIREMENTS (NAVSEA) (SEP 1992) – (5402)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits(A), attached hereto.

ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993) – (5407)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990) – (5408)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ in response to NSWC Crane Solicitation No. N00164-02-R-8512.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-08) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause following "The specifications" in order of precedence.

DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA) (JUN 2000)(5425)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available until 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

(End of Text)

SECTION "D" - PACKAGING AND MARKING

DATA PACKAGING LANGUAGE (5503)

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPO), DOD 5220.22-M dated January 1995.

IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996) (5504)

(a) Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) (5505)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

WARRANTY NOTIFICATION FOR ITEM(S) (NAVSEA) (NOV 1996) (5507)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00164-_____ TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR _____ FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY AND PCO.

MARKING FOR SHIPMENT (5511)

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number;

Serial Number; Packing Date; Attn: Mr. Bill Helms, Code 805, Bldg. 3291

PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

SECTION "E" - INSPECTION AND ACCEPTANCE

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.246-02	Inspection of Supplies--Fixed-Price	Aug 1996
52.246-06	Inspection – Time and Material and Labor Hour	Mar 2001
52.246-16	Responsibility for Supplies	Apr 1984
52.246-7000	Material Inspection and Receiving Report	Dec 1991

CLAUSES IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

INSPECTION AND ACCEPTANCE (ORIGIN) (5607)

(a) Government inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at Source by the Cognizant DCMC Office QAR personnel at the contractor's or subcontractor's plant located at to be filled in at contract award. The location designated for such inspection and acceptance shall not be changed without prior written authorization of the Contracting Officer.

(b) The cognizant inspector shall be notified when supplies or services are ready for government inspection.

(c) Advance notification of the cognizant inspector X is is not required at least 2 days prior to conducting contractor inspections and/or testing.

ACCEPTANCE VERIFICATION (5608)

After delivery of supplies/services as defined in FAR 52.211-08, the Government shall accept/reject supplies/services to be provided hereunder within 30 days after receipt of supplies/services at NAVSURFWARCENDIV Crane.

INSPECTION AND TEST RECORDS (MAY 1995) (5612)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

QUALITY SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995) (5614)

Quality System Requirements: The Contractor shall provide and maintain a quality system that, as a minimum, adheres to the requirements of ANSI/ASQC Q9001-1994 Quality Systems-Model for Quality Assurance in Design/Development, Production, Installation, and Servicing and supplemental requirements imposed by this contract. The quality system procedures, planning, and all other documentation and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet the contractual requirements.

QUALITY SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995) (5614)

Quality System Requirements: The Contractor shall provide and maintain a quality system that, as a minimum, adheres to the requirements of ANSI/ASQC Q9001-1994 Quality Systems-Model for Quality Assurance in Design/Development, Production, Installation, and Servicing and supplemental requirements imposed by this contract. The quality system procedures, planning, and all other documentation and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet the contractual requirements.

SECTION "F" - DELIVERIES OR PERFORMANCE

PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-34	F.o.b. Destination	Nov 1991

CLAUSES IN FULL TEXT

TIME OF DELIVERY (JUNE 1997) (FAR 52.211-8)

(a) The Government requires delivery to be made according to the following schedule:
REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF DELIVERY ORDER
0001	As Stated in Individual Delivery Order	30 Ea 180 Days after Delivery Order with <u>Monthly deliveries of 30 Each Thereafter</u>
0002	As Stated in Individual Delivery Order	30 Ea 180 Days after Delivery Order with <u>Monthly deliveries of 30 Each Thereafter</u>
0003	As Stated in Individual Delivery Order	30 Ea 180 Days after Delivery Order with <u>Monthly deliveries of 30 Each Thereafter</u>
0004		<u>IAW SOW Requirements</u>
0005		<u>IAW Delivery Order Requirements</u>
0006		<u>IAW Delivery Order Requirements</u>
0007		<u>IAW CDRLS</u>

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. **Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected.** The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF DELIVERY ORDER
_____	_____	
_____	_____	
_____	_____	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather

than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

DELIVERY LANGUAGE FOR F.O.B. DESTINATION (5704)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price. All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

PLACE OF DELIVERY (5707)

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to the following address unless otherwise specified by individual delivery order:

Mr. Bill Helms
Building 3291
NSWC, Crane
Crane, IN 47522

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST, or when the destination is accepting deliveries.

SECTION "G" - CONTRACT ADMINISTRATION DATA

PART I

<u>DFARS</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>
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CLAUSES IN FULL TEXT

SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (NAPS 5252.232-9000)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation / contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

_____ a separate invoice for each activity designated to receive the supplies or services.

 x a consolidated invoice covering all shipments delivered under an individual order.

_____ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF26 or SF33 as applicable.

PURCHASING OFFICE REPRESENTATIVE LANGUAGE (5804)

PURCHASING OFFICE REPRESENTATIVE:

COMMANDER

ATTN: MS. KELLY SARGENT, CODE 1165ZD, BLDG 3291

NAVAL SURFACE WARFARE CENTER; CRANE DIVISION

CRANE IN 47522-5011; Telephone No. 812-854-3862

The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center, Crane, IN 47522.

Delivery orders shall be placed against this contract using a DD 1155. Delivery orders placed under this contract shall be placed no later than five years from effective date of contract.

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

ADDITIONAL DEFINITIONS (MAY 1993) (NAVSEA 5252.202-9101)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997) (NAVSEA 5252.227-9113)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677
FAX: (909) 273-5200
Internet: <http://www.gidep.corona.navy.mil>

SECTION "I" - CONTRACT CLAUSES

PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.202-01	Definitions	Oct 1995
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Jun 1996
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Debarment	Jul 1995
52.211-05	Material Requirements	Oct 1997
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-14	Integrity of Unit Prices	Oct 1997
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.219-08	Utilization of Small Business Concerns	Oct 2000
52.219-14	Limitations on Subcontracting	Dec 1996
52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Feb 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Apr 1998
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Jan 1999
52.223-06	Drug-Free Workplace	Jan 1997
52.223-14	Toxic Chemical Release Reporting	Oct 2000
52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
52.226-01	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.229-03	Federal, State, and Local Taxes	Jan 1991
52.229-05	Taxes-- Contracts performed in U.S. Possessions or Puerto Rico	Apr 1984
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	May 1997
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jun 1996
52.232-23	Assignment of Claims (Jan 1986)--Alternate I	Apr 1984
52.232-25	Prompt Payment	Jun 1997
52.232-33	Payment by Electronic Funds Transfer –Central Contactor Registration	May 1999
52.233-01	Disputes	Dec 1998
52.233-03	Protest After Award	Aug 1996
52.234-01	Industrial Resources Developed under Defense Reduction Act Title III	Feb 1995
52.242-12	Report of Shipment (REPSHIP)	Jul 1995
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes-- Fixed-Price	Aug 1987
52.244-06	Subcontracts for Commercial Items and Commercial Components	Oct 1998
52.246-23	Limitation of Liability	Feb 1997
52.249-02	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984

52.253-01	Computer Generated Forms	Jan 1991
	<u>PART II</u>	
<u>DFARS Subsection</u>	<u>Title</u>	<u>Date</u>
252.203-7001	Prohibition of Persons Convicted of Fraud or other Defense Contract Related Felonies	Mar 1999
252.204-7000	Disclosure of Information	Dec 1991
252.204-7002	Payment for Subline Items Not Separately Priced	Dec 1991
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Required Central Contractor Registration	Mar 2000
252.204-7005	Oral Attestation of Security Responsibilities	Aug 1999
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with Firms that are owned or controlled by the Government of a Terrorist Country	May 1998
252.223-7004	Drug-Free Work Force	Sep 1988
252.225-7001	Buy American Act and Balance of Payments Program	Mar 1998
252.225-7002	Qualifying Country Sources as Subcontractors	Dec 1991
252.225-7009	Duty-Free Entry--Qualifying Country End Products and Supplies	Aug 2000
252.225-7010	Duty-Free Entry--Additional Provisions	Aug 2000
252.225-7012	Preference for Certain Domestic Commodities	Aug 2000
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Dec 2000
252.225-7024	Restriction on Acquisition of Night Vision Image Intensifier Tubes and Devices	Dec 1991
252.225-7025	Restrictions on Acquisitions of Forgings	Jun 1997
252.225-7026	Reporting of Contract Performance Outside the United States	Jun 2000
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	Oct 1992
252.225-7031	Secondary Arab Boycott of Israel	Jun 1992
252.225-7037	Duty-Free Entry—Eligible End Products	Aug 2000
252.231-7000	Supplemental Cost Principles	Dec 1991
252.232-7004	DOD Progress Payment Rates	Feb 1996
252.239-7000	Protection Against Compromising Emanations	Dec 1991
252.242-7000	Postaward Conference	Dec 1991
252.243-7001	Pricing of Contract Modifications	Dec 1991

252.243-7002	Request for Equitable Adjustment	Mar 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	Mar 2000
252.246-7000	Material Inspection and Receiving Report	Dec 1991
252.247-7023	Transportation of Supplies by Sea	Nov 1995

CLAUSES IN FULL TEXT

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address*(es): <http://www.arnet.gov/far>

ORDERING (OCT 1995) (FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through five years after the contract award date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 1 of each configuration, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 1,175 for CLIN 0001, 1,725 for CLIN 0002 and 1,300 for CLIN 0003

(2) Any order for a combination of items in excess of 4,200.

or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule

up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1825 days from the effective date of the contract .

PROHIBITION OF SEGREGATED FACILITIES (52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

VALUE ENGINEERING (FEB 2000) (FAR 52.248-1)

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) *Definitions.*

"*Acquisition savings*," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include --

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"*Collateral costs*," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"*Collateral savings*," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"*Contracting office*" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"*Contractor's development and implementation costs*," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"*Future unit cost reduction*," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either --

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

"*Government costs*," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics

support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that --

(1) Requires a change to this, the instant contract, to implement; and
(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) *Government action.*

(1) The Contracting Officer **[will]** notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer **[will]** notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it **[will]** not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer **[will]** notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The **[]** decision to accept or reject all or part of any VECP **[is a unilateral decision made solely at the discretion of the Contracting Officer.]**

(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon --

- (1) This contract's type (fixed-price, incentive, or cost-reimbursement);
- (2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and
- (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) *Calculating net acquisition savings.*

(1) Acquisition savings are realized when

- (i) the cost or price is reduced on the instant contract,
- (ii) reductions are negotiated in concurrent contracts,
- (iii) future contracts are awarded, or
- (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below).

Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to

the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall --

- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
- (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
- (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
- (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

- (i) Fixed-price contracts -- add to contract price.
- (ii) Cost-reimbursement contracts -- add to contract fee.

(i) *Concurrent and future contract savings.*

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by --

- (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
- (ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by --

- (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
- (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
- (iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
- (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) *Collateral savings.* If a VECP is accepted, **[the Contracting Officer will increase]** the instant contract amount **[]**, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings **[will]** not exceed **[]** the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or **[]** \$100,000, whichever is greater. The Contracting Officer **[will]** be the sole determiner of the amount of collateral savings **[]**.

(k) *Relationship to other incentives.* Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data.

(The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of Clause)

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (FAR 52.252-6)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998) (DFARS 252.225-7008)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act—Trade Agreements—Balance of Payments Program clause or the Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

ENGINEERING CHANGE PROPOSALS (SEP 1999) (DFARS 252.243-7000)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price* or a "not less than" price* and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts**.

(c) When the price* of the engineering change is \$500,000 or more, the Contractor shall submit-

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price*, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (DEC 1989) (FAR 52.246-19)

(a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Defect," as used in this clause, means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

"Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also means "data."

(b) Contractor's obligations.

(1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within 1 Year after delivery.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 21 days of discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 21 days of discovery of the defect a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 14 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government.

(1) The rights and remedies of the Government provided in this clause --

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within 14 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at the contractor's facility.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplement agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5) (i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in this notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--

(i) Obtain detailed recommendations for corrective action and either --

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

SECTION "J" - LIST OF ATTACHMENTS

Exhibit "A" - Contract Data Requirements List (CDRL):

[illegible]

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS
- II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS

	PART I	
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991

	Part II	
<u>DFAR Subsection</u>	<u>Title</u>	<u>Date</u>
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	Sep 1994

PROVISIONS IN FULL TEXT

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

(i) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(i) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(i) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(i) through (a)(3) above (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(i) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(i) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and

6050M ,and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);;

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent::

Name

TIN

WOMEN-OWNED BUSINESS [OTHER THAN SMALL BUSINESS (MAY 1999) (FAR 52.204-5)]

(a) [*Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.]

(b) [*Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.]

The offeror represents that it

[] is, [] is not a women-owned business concern.]

ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
-------------	-----------------	----------------------------	--------------

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER
RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-06)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address
City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or
Facility if Other Than Offeror or Respondent

SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)(FAR 52.219-1) – Alt I (OCT 2000)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334511 (Search Detection, Navigation and Guidance Systems.)

(2) The small business size standard is 750.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the

HUBZone small business concern or concerns that are participating in the joint venture: _____.
Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)(FAR 52.215-07)

The offeror has (check the appropriate block):

☐ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated *[insert date of signature on submission]*, which are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows *[insert changes that affect only this solicitation; if "none", so state]*:

☐ (b) Enclosed its annual representations and certifications.

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)

The offeror represents that—

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,
(b) It ☐ has, ☐ has not, filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in
41 CFR 60-1.1.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) (FAR 52.223-13)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned and operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

- [] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023 (b)(1)(A);
- [] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- [] (iv) The facility does not fall within Standard Industrial Certification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulations; or
- [] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (DFARS 252.209-7001)

(a) Definitions.

As used in this provision --

- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export

Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

- (3) "Significant interest" means --

- (i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm such as director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;
- (iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding fifty percent or more of the indebtedness of a firm.

(b) Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999) (DFARS 252.225-7000)

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

- (1) The Offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

- (2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA (FEB 2000) (DFAR 252.225-7017)

(a) *Definition.* "People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.

(b) *Prohibition on award.* Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.

(c) *Representation.* By submission of an offer, the offeror represents that the People's Republic of China or the People's Liberation Army of the People's Republic of China does not own more than 50 percent interest in the offeror. (End of provision)

REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

<u>PART I</u>		
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.204-06	Data Universal Numbering System (DUNS) Number	Jun 1999
52.211-15	Notice of Priority Rating for National Defense Use	Sep 1990
52.215-01	Instructions to Offerors-Competitive Acquisition – Alternate I	Feb 2000
52.215-05	Facsimile Proposals	Oct 1997
52.232-13	Notice of Progress Payment	Apr 1984
52.233-02	Service of Protest	Aug 1996
<u>PART II</u>		
<u>DFARS Subsection</u>	<u>Title</u>	<u>Date</u>
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting	Aug 1999
252.204-7004	Required Central Contractor Registration	Aug 1999
252.217-7027	Contract Definitization	Oct 1998
252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions	Jun 1995

PROVISIONS IN FULL TEXT

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be (☐) DX rated order; (☒) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)

The Government contemplates award of a Indefinite Delivery Indefinite Quantity Firm Fixed Price contract resulting from this solicitation.

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer, address on page 1.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

6401 SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

6407 USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)

- (a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:
- (1) Any item of supply that is available in the commercial marketplace;
 - (2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
 - (3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or
 - (4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:
 - (i) is not yet in use; or
 - (ii) is not yet available in the commercial marketplace.
- (b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e. end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

6413 ALTERNATIVES TO SPECIFICATIONS OR STANDARDS (NAVSEA) (AUG 1994)

- (a) The Department of Defense is committed to minimizing the incorporation of military and outdated federal and commercial specifications and standards in contracts and is seeking to use alternative, tailored or updated non-government specifications and standards to the maximum extent practicable to satisfy the requirements.
- (b) This solicitation contains military, federal and non-government specifications and standards. To assist in the standardization of military/commercial specifications and standards and to enable the Government to evaluate current commercial practices, offerors are invited to propose (1) alternatives to those mandatory military, federal or commercial specifications and standards listed in this solicitation and/or (2) tailoring of mandatory military or federal specifications and standards identified in this solicitation.
- (c) Offerors are invited to demonstrate whether the mandatory military, federal or non-government specifications and standards are advantageous to the Government and whether commercial specifications and standards or tailored specifications listed herein would meet the mandatory performance requirements specified in this solicitation. Offerors should list below any commercial specification or standard and the specification or standard from the solicitation which it would replace. Any proposed tailored specifications should also be listed. Use additional pages as necessary.

SPEC/STD REPLACED

SPEC/STD PROPOSED

(Including number, rev. and date)

A copy of any proposed alternative commercial specifications or standards as well as any tailored specifications and standards shall be included in the offeror's proposal. Rationale which describes the advantages of the proposed alternative shall also be included in the offeror's proposal as detailed in the paragraph entitled "Instructions to Offerors" contained in Section L of this solicitation.

- (a) Alternative A: The Government shall consider the alternative specifications and standards in meeting the solicitation requirements during the source selection evaluation. Evaluation criteria for alternative specifications and standards is contained in Section M of this solicitation. If the Government accepts the proposed alternative specifications and standards, the offeror's proposal may be incorporated into the resultant contract, either in whole or in part, at the Government's discretion.

Acceptance by the Government of alternative specifications and standards does not oblige the Government to conduct discussions under this solicitation.

- (d) Alternative B: It is requested that all recommendations be submitted within 7 days from the date of issuance of this solicitation to allow the Navy adequate time to make a decision and, if necessary, amend this solicitation prior to the time set for receipt of proposals. In the event the Navy decides to allow the use of alternative specification and standard, this solicitation will be amended accordingly.

6408 ALTERNATE PROPOSALS (JAN 1992)

Offers may submit more than one proposal, each of which must satisfy the mandatory requirements of the solicitation, including any Benchmark Tests, in order to be considered. As a minimum, one of the proposals submitted must be complete. The alternate proposal(s) may be in an abbreviated form following the same section format, but providing only those sections which differ in any way from those contained in the original proposal. Each proposal will include cost tables indicating the complete range of pricing options. In the case of price/cost options for a given configuration, an alternate proposal will not be required. If alternate proposals are submitted, such alternatives will be clearly labeled and identified on the cover page of each separate document. The reason for each alternate and its comparative benefits shall be explained. Each proposal submitted will be evaluated on its own merits.

6409 PROPOSAL REQUIREMENTS

(a) The technical proposal and the cost/price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes.

(b) The offeror shall submit the following information:

(1) 1 completed signed solicitation packages, with all representations and certifications executed, and with cost/prices in Section B.

(2) 3 copies of the technical proposal.

(3) 2 copies of the cost/price proposal.

(c) Technical Proposal. Each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the government. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements. Statements which paraphrase the specifications or attest that "standard procedures will be employed," are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause. The page limitation for the technical proposal is 30 pages. As a minimum, the proposal must clearly provide the following:

Offerors shall submit one product sample for each of CLINs 0001 – 0003 which the offeror is proposing on. Offerors may submit up to two product samples of the same configuration per CLIN for CLINS 0001 – 0003 with no evaluation preference for providing more than one product sample of the same configuration.

COMBINED STANDARDS/ EVALUATION CRITERIA

PHASE I EVALUATION

Go/No Go Criteria

- (1) Weight
- (2) Size
- (3) System Resolution
- (4) Weapon interface (i.e. mounts, rails, present Army issued dayscope etc.) for intended weapons

PHASE II EVALUATION

FACTOR I – PRODUCT SAMPLES AND PROPOSAL

SUBFACTOR A. -- USER FIELD EVALUATION

Standard 1:

1. Product Samples will be tested in the field for specific performance criteria in accordance with Product Sample Test Plan.

SUBFACTOR B. – TECHNICAL EVALUATION

Standard 1:

1. Describe system characteristics and performance with respect to the thresholds and objectives specified in the Performance Specification. Provide documentation to demonstrate that the system meets the detection and recognition ranges as specified in Performance Specification. If your system does not meet the minimum requirements of the Performance Specification and the Statement of Work (SOW), describe the exceptions.

Standard 2:

2. Describe how your clip-on device with dayscope compares to the fixed Leupold 10X MK4 M3 40 mm scope.

Standard 3:

3. Describe reticle if different than identified in the Performance Specification. Also, list the full travel of reticle in MOA and adjustment increments per click movement.

Standard 4:

4. Describe in detail how your system interfaces with the weapon mounts identified in the Performance Specification.

Standard 5:

5. Provide tube test data documentation for provided night sights.

Standard 6:

6. Offerors shall provide a matrix to summarize compliance with the technical requirements to the paragraph in the Offeror's proposal that demonstrates the Offeror's ability to meet the requirements listed in the Performance Specification. The matrix shall be cross-referenced to the Performance Specification by paragraph number and title to facilitate Government verification that all items have been addressed.

Standard 7:

7. Describe the shooting position required for your Sight(s) in relation to the Leupold 10X MK4M3 dayscope.

FACTOR II – CAPABILITY
SUBFACTOR A. – DELIVERY/PRODUCTION SCHEDULE

Standard 1:

1. Offerors shall address the maximum number of Systems that can be delivered in one month. Delivery Schedules will be set forth at time of award.

SUBFACTOR B. -- LOGISTIC CAPABILITY

Standard 1:

1. Describe in detail your approach to plan and manage Integrated Logistics Support (ILS). Provide your Integrated Support Plan that identifies how you will provide ILS for the Sight(s). Provide any other existing supporting documentation that will enable the government to evaluate your ability to provide life cycle support for the operating life of the system. Logistics elements such as maintenance planning; supply support; technical data (manuals and support data); manpower, personnel and training; packaging, handling, storage and transportation; design interface; and safety shall be addressed.

Standard 2:

2. Describe how you will create and/or maintain, update and validate the Product Baseline(s) documentation for the system. Provide your Configuration Management Plan that addresses how you will perform configuration management for the system. The offeror's plan to identify, document, maintain and validate product baseline for the system and plan to identify and document functional baseline shall be addressed. Provide a copy of your Engineering Change Procedures/documented process. Provide a copy of your Configuration Status Accounting Data base that demonstrates how you track and identify each configuration item. Describe this process in detail.

Standard 3:

3. Describe how you develop and validate technical documentation. Provide a copy of the system operation and maintenance manual(s).

Standard 4:

4. Describe your system operation, maintenance and repair training program for instructors utilizing train-the-trainer philosophy. Provide your New Equipment Training Curriculum for this system.

Standard 5:

5. Describe your warranties and how they relate to expected system reliability.

Standard 6:

6. Describe your reliability and maintainability program and how it relates to system preventive and scheduled maintenance and your prediction of system operational availability.

Standard 7:

7. Describe your data collection, analysis, reporting and corrective action system and how it is used

for field failure reporting and to correct failures from re-occurring.

Standard 8:

8. Describe your Quality Assurance (QA) program and discuss your quality management organization, controls over supplies and services from subcontractors and vendors, plans for maintaining parts quality, including sampling procedures, procedures for ensuring quality of spare and repair parts, test and inspection procedures for production equipment and packaging, preservation, packing, and marking. Offerors shall provide a copy of their QA Plan as an attachment or if available a copy of ISO 9001 certificate of compliance.

Standard 9:

9. Offerors shall provide a matrix to summarize compliance with the logistics requirements and references to the paragraph in the Offeror's proposal that demonstrates the Offeror's ability to meet the requirements listed in the SOW. The matrix shall be cross-referenced to the SOW by paragraph number and title to facilitate Government verification that all items have been addressed.

Standard 10:

10. Offerors shall provide a Recommended Operational ("O") Spare Parts Listing, which will be required for a 12-month sustainment period.

Standard 11:

11. Offerors shall provide in sufficient detail any environmental/safety impacts contained/present in the Sight(s). Provide a non-metallic material listing if applicable.

SUBFACTOR C. -- MANAGEMENT CAPABILITY

Standard 1:

1. Describe your overall management philosophy and the major aspects of managing the expected contract.

Standard 2:

2. Describe the corporate structure and functional relationships and responsibilities among the organizational elements that will participate in accomplishing this effort, including internal management communication lines and customer interface and subcontractor/vendor management. Description shall include details of pass through costs from sub-vendors or contractors (i.e. arrangement between prime and dayscope supplier). Provide a sample Monthly Contractor's Progress and Status Report.

Standard 3:

3. Describe how you will integrate the performance of the expected contract with your other current and expected commercial and Government contracts.

FACTOR III - PAST PERFORMANCE

SUBFACTOR A. -- QUALITY

Standard 1:

1. Describe your ability to meet the specification requirements for similar systems provided under other contracts.

Standard 2:

2. Have you requested relief from system specification requirements on any of your systems? If yes, please describe the areas and the ultimate impact on system performance, cost and schedule for each request.

Standard 3:

3. Describe how your in process and acceptance testing address the consistency of overall system performance throughout the production cycle.

Standard 4:

4. Describe and provide examples of how your predicted Mean Time Between Failures correlated to actual fielded Mean Time Between Failures.

Standard 5:

5. Describe how you maintain quality control and your quality assurance system.

SUBFACTOR B. -- CUSTOMER SATISFACTION

Standard 1:

1. Describe and provide examples of your warranty, problem, failure and corrective action reporting

and tracking system. Describe how this system is used to improve the reliability, maintainability and/or availability of your systems.

Standard 2:

2. Describe solutions to corporate/customer differences and/or contract problems/disputes for the past three years.

Standard 3:

3. Describe your delivery of system hardware, technical documentation and program documentation in terms of conformance with delivery schedule and other contractual requirements for the past three years.

Standard 4:

4. Describe how you ensure adequate resources are committed, in a timely manner, to successfully solve problems and/or recommend effective solutions.

SUBFACTOR C. -- BUSINESS PRACTICES

Standard 1:

1. Describe and provide examples of interfacing with Government Contracting Officers/Administrators and technical representatives for the past three years.

Standard 2:

2. Describe and provide examples of being pro-active, flexible and cooperative in your performance of Government or representative type contracts for the past three years.

Standard 3:

3. Describe and provide examples of your effectiveness at managing similar systems for the past three years.

SUBFACTOR D. -- SUBCONTRACTING

Standard 1:

1. Describe your approach for selecting subcontractors and vendors and your management approach for utilizing and enhancing small business, small disadvantaged business and woman owned business subcontractors.

Standard 2:

2. Describe how you monitor and control subcontractors and vendors.

Structure

(1) The submissions shall be typewritten, or otherwise duplicated in ink, on 8 1/2" x 11" paper. Pages are to be 1-inch top, bottom and side margins, type size shall be no smaller than 10 pica. The following information shall be included in the title page:

- i. Purchase Description
- ii. Name of offeror
- iii. Date of submission
- iv. Price. Price will not be counted toward page limitation.

6411 BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 0018103400015.

6412 BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

6418 WORLD WIDE WEB SOLICITATION INFORMATION

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not

available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (<http://www.crane.navy.mil/supply/solicit.htm>) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

SECTION "M" - EVALUATION FACTORS FOR AWARD

	<u>PART I</u>	
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.247-50	No Evaluation of Transportation Costs	Apr 1984

PROVISIONS IN FULL TEXT

BASIS FOR AWARD

The Government may award up to three separate contracts, up to one for each of three configurations of the VAS NVDs. One or more IDIQ contracts may be awarded. Up to three IDIQ contracts with minimum and maximum quantities to may be awarded, one for each type of sight. The Government may award one, two or three contracts to procure the three hardware CLINS.

The total evaluated contract price shall be arrived at separately for CLINs 0001 through 0003 as shown below and by adding the price proposed for CLINS 0004, 0005 and 0006 respectively for each configuration:

YEAR	CLIN 0001 QUANTITY	CLIN 0002 QUANTITY	CLIN 0003 QUANTITY				
1	250 EA	251 EA	501 EA				
2	250 EA	251 EA	501 EA				
3	250 EA	251 EA	501 EA				
4	250 EA	251 EA	501 EA				
5	250 EA	251 EA	501 EA				
0004	Non-Warranty Failure Analysis and Repair IAW SOW Para. 3.7.3.			1	LO	\$	\$
0005	Spare Parts IAW SOW Para 3.7.7.1			1	LO	\$	\$
0006	Extended Three year Warranty			1	LO	\$	\$

Award will be made on the basis of the greatest value to the Government. Tradeoffs will be permitted in the evaluation. Offerors are required to submit one product sample of the same configuration per CLIN, Offerors are allowed to submit up to two product samples of the same configuration per CLIN with no evaluation preference given for submission of an additional product sample. Evaluations will consist of a two-phase evaluation. The relative order of importance of each evaluation factor and each subfactor is as follows:

Relative Order of Importance

Factor I, II and III are of equal importance, and significantly more important than Factor IV. Factor IV is more important than Factor V. Factors I, II, III, IV and V(factors other than price), when combined, are more important than Factor VI, price. The price factor becomes more important as the degree of equality of Factors Other Than Price increases, or when the price is so significantly high as to diminish the value of the technical superiority to the Government.

Under Factors I, II and III, Subfactor A is significantly more important than Subfactor B. Under Factor IV, Capability, Subfactor A is significantly more important than Subfactor B, and Subfactor B is more

important than Subfactor C. Under Factor V, Past Performance, Subfactors A, B, C, and D are listed in descending order of importance. Price will not be rated, but will be considered in determining the "best value" to the Government. The best value determination may result in the Government being willing to pay a premium for higher technical capability. (Past Performance information may be evaluated upon receipt prior to the closing date of the solicitation.)

Phase I - The product samples submitted will be evaluated to ensure go/no-go criteria are met as detailed in the Solicitation under Phase I. Go/No go criteria are Weight, Size, System Resolution, and Weapon Interface. Failure to meet these go/no go criteria will render the offer technically unacceptable, the offer will not be further evaluated and the offer will be ineligible for award.

Phase II - After evaluation of the go/no go criteria, Phase II technical evaluation of product samples will be completed on the product samples that successfully pass the go/no go criteria. This will consist of a User Field Evaluation of each configuration. Phase II will also include evaluation of written technical proposals regarding Capability, Past Performance as well as Price Evaluations. The user field evaluation will be performed IAW a Product Sample Test Plan developed prior to solicitation issuance and approved by the PCO.

Following Phase II evaluations, a competitive range may be established if discussions are deemed necessary. If deemed necessary, discussions will be entered with those offerors remaining in the competitive range (which may include minor modifications requested by the Government as a result of Phase II Product Sample User Evaluation Test Plan Evaluations).

Following complete evaluation, a winning offeror or offerors will be selected for each configuration based on best value criteria.

Factors for award are as follows:

EVALUATION – PHASE I

A. Go/No Go Criteria Evaluation

1. Weight
2. Size
3. System resolution
4. Weapon interface (i.e. mounts, rails, standard present Army issued Leupold dayscope, etc.) for intended weapons as defined in PS

EVALUATION – PHASE II

FACTORS

SUBFACTORS

I. PRODUCT SAMPLE
EVALUATION OF
“CLIP ON” NIGHT SIGHT
WITH CONTRACTOR SUPPLIED
VARIABLE POWER DAYSCOPE

A. User Field Evaluation of “Clip-On” Image
Intensification night sight (in line) with
contractor supplied variable power
dayscope

B. Evaluation of Written Technical
Proposal

II. PRODUCT SAMPLE
EVALUATION OF
CLIP ON” NIGHT SIGHT
WITHOUT CONTRACTOR
SUPPLIED DAYSCOPE

A. User Field Evaluation of “Clip-On” Image
Intensification night sight (in line) to be
Evaluated with Government Supplied
10X Dayscope

B. Evaluation of Written Technical
Proposal

III. PRODUCT SAMPLE
EVALUATION OF

A. User Field Evaluation of Night Sight
Capable of Daytime firing

NIGHT SIGHT CAPABLE OF
DAYTIME FIRINIG

B. Evaluation of Written Technical
Proposal

IV. CAPABILITY

- A. Delivery /Production Schedule
- B. Logistic Capability
- C. Management Capability

V. PAST PERFORMANCE

- A. Quality
- B. Customer Satisfaction
- C. Business Practices
- D. Subcontracting

VI. PRICE

Subfactors of Factors I, II, and III, Product Sample Evaluation of each configuration, are (a) User Field Evaluation and (b) Evaluation of Written Technical Proposal. The subfactors of Factor IV, Capability are (a) Delivery / Production Schedule; (b) Logistics Capability; and (c) Management Capability. The subfactors of Factor V, Past Performance factor are (a) quality; (b) customer satisfaction; (c) business practices; and (d) subcontracting. Price will not be rated, but will be considered in determining the best value to the Government. As the degree of equality of all evaluation factors other than price increases, the importance of price will increase.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. The Government reserves the right to award on initial offers. Before the offers' specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.</small>						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP TM OTHER			
D. SYSTEM/ITEM VAS IN LINE CLIP-ON/NIGHT SIGHT		E. CONTRACT/PR NO. N00164-02-R-8512		F. CONTRACTOR		
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM ACCEPTANCE TEST PLAN			3. SUBTITLE TEST PLAN		
4. AUTHORITY (Data Acquisition Document No.) DI-QCIC-80553		5. CONTRACT REFERENCE SOW 3.2.2		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E		
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION 15 DARC	a. ADDRESSEE	b. COPIES (e-mail)	
					Draft	Final
					Reg	Repro
16. REMARKS: BLK 4 - Block 10 of Data Item. Contractor format is acceptable BLK 8 - The Government will review the draft plan for technical content and adequacy in accordance with the requirements of the contract statement of work. Written comments to be incorporated into the final plan will be provided within 30 days after receipt of the draft. BLK 9 - DISTRIBUTION STATEMENT A. "Approved for public release; distribution is unlimited" BLK 14: Submit the draft and final in Microsoft Word document format via e-mail and hard copy.				curry_david@crane.navy.mil	1	1
				helms_wj@crane.navy.mil	1	1
				Martinsjj@soc.com	1	1
				ROBERTSR@SOC.MIL	1	1
				15. TOTAL		
G. PREPARED BY Sandra Paulin		H. DATE 24 May 2002	I. APPROVED BY Theresa Andis, Crane Data Manager		J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.</small>						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP TM OTHER			
D. SYSTEM/ITEM VAS IN LINE CLIP-ON / NIGHT SIGHT		E. CONTRACT/PR NO. N00164-02-R-8512		F. CONTRACTOR		
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM CONTRACTOR PROGRESS, STATUS AND MANAGEMENT REPORT			3. SUBTITLE MONTHLY STATUS		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227		5. CONTRACT REFERENCE SOW 3.3.2		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 30DAC	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE 05	13. DATE OF SUBSEQUENT SUBMISSION 10EOM	a. ADDRESSEE	c. COPIES (e-mail)	
					Draft	Final
					Reg	Repro
16. REMARKS: BLK 4 - Block 10 of Data Item. Contractor format is acceptable BLK 9 - DISTRIBUTION STATEMENT A. "Approved for Public releas; distribution is unlimited. BLK 14. Submit the final report in Microsoft Word document format via e-mail.				Curry_david@crane.navy.mil	1	
				helms_wj@crane.navy.mil	1	
				martinsj@soc.mil	1	
				ROBERTSR@SOC.MIL	1	
15. TOTAL				0	4	0
G. PREPARED BY Sandra Paulin		J. DATE 24 May 2002	K. APPROVED BY Theresa Andis, Crane Data Manager		J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP TM OTHER			
D. SYSTEM/ITEM VAS In Line Clip On/Night Sight		E. CONTRACT/PR NO. N00164-02-R-8512		F. CONTRACTOR		
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM FAILURE SUMMARY AND ANALYSIS REPORT			3. SUBTITLE FRACAS REPORT		
4. AUTHORITY (Data Acquisition Document No.) DI-RELI-80255		5. CONTRACT REFERENCE SOW 3.4.1		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 30DAC	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE 05	13. DATE OF SUBSEQUENT SUBMISSION 10EOM	a. ADDRESSEE	d. COPIES (e-mail)	
					Draft	Final
					Reg	Repro
16. REMARKS: BLK 4 - Block 10 of Data Item. Contractor format is acceptable BLK 9 - DISTRIBUTION STATEMENT A. "Approved for Public release; distribution is unlimited. BLK 14. Submit the final report in Microsoft Word/EXCEL document format via e-mail and hard copy.				Curry_david@crane.navy.mil	1	
				helms_wj@crane.navy.mil	1	
				martinsj@soc.mil	1	
				ROBERTSR@SOC.MIL	1	
15. TOTAL				0	4	0
G. PREPARED BY Sandra Paulin		L. DATE 24 May 2002	M. APPROVED BY Theresa Andis, Crane Data Manager		J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP TM OTHER			
D. SYSTEM/ITEM VAS IN LINE CLIP ON/NIGHT SIGHT		E. CONTRACT/PR NO. N00164-02-R-8512		F. CONTRACTOR		
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM COMMERCIAL DRAWINGS AND ASSOCIATED LISTS			3. SUBTITLE NSN ASSIGNMENT/PRODUCT BASELINE		
4. AUTHORITY (Data Acquisition Document No.) DI-DRPR-81003A		5. CONTRACT REFERENCE SOW 3.5		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E		
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 30DAC	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION 30 DARC	a. ADDRESSEE	e. COPIES (e-mail)	
					Draft	Final
					Reg	Repro
16. REMARKS: BLK 4 - Block 10 of Data Item. Contractor format is acceptable BLK 8 - Government will review the draft drawings for adequacy and technical content in accordance with the contract SOW requirements. Written comments to be incorporated into the final drawings will be provided within 30 days after receipt of the draft. BLK 9 - DISTRIBUTION STATEMENT A. "Approved for Public Release; distribution is unlimited. BLK 14 - Submit the draft and reproducible final in mutually agreed upon format at time of award. Final drawings shall be provided on CD-ROM with viewer software.				Curry_david@crane.navy.mil	1	1
				helms_wj@crane.navy.mil	1	1
				martinsj@soc.mil	1	1
				ROBERTSR@SOC.MIL	1	1
15. TOTAL				4	0	4
G. PREPARED BY Sandra Paulin		N. DATE 24 May 2002	O. APPROVED BY Theresa Andis, Crane Data Manager		J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER X			
D. SYSTEM/ITEM VAS IN LINE CLIP-ON / NIGHT SIGHT			E. CONTRACT/PR NO. N00164-02-R-8512		F. CONTRACTOR	
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM ENGINEERING CHANGE PROPOSAL (ECP)			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80639C			5. CONTRACT REFERENCE 3.5.2.1/3.5.2.2		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE		b. COPIES
						Draft Final
						Reg Repro
16. REMARKS: BLK 4 - BLK 10 OF DATA ITEM DESCRIPTION. The ECP may be in contractor format. Contractor may use MIL-HDBK 61A and form DD 1692 as guidance. BLK 8 - The Government will review the ECP for technical, impact, merit and classification of the request. Comments will be provided within 30 days after receipt of the ECP. BLK 9 - Distribution Statement A. "Approved for Public Release; distribution is unlimited. BLKS 10, 12 AND 13 – Submit the ECP to NSWC CRANE CODE 805E for review and concurrence with the content via e-mail. Final Approval of the ECP will be granted by NSWC Crane PM, notification of approval will be provided within 60 days by the NSWC PCO. BLK 14 – Provide via e-mail and hard copy. Format shall be compatible with Windows 97 and in MS office applications or other format agreed upon at award.						
				15. TOTAL		0 4 0
G. PREPARED BY Sandra Paulin		P. DATE 24 May 2002	Q. APPROVED BY Theresa Andis, Crane Data Manager		J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER X			
D. SYSTEM/ITEM VAS IN LINE CLIP-ON / NIGHT SIGHT			E. CONTRACT/PR NO. N00164-02-R-8512		F. CONTRACTOR	
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM REQUEST FOR WAIVER			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80641C			5. CONTRACT REFERENCE 3.5.2.1		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE		b. COPIES
				Draft		Final
				Reg		Repro
16. REMARKS:						
BLOCK 4 - BLK 10 OF DATA ITEM DESCRIPTION. The waiver may be in contractor format. Contractor may use MIL-HDBK 61A and form DD 1692 as guidance.						
BLOCK 8 - The Government will review the waiver for technical, impact, merit and classification of the request. Comments will be provided within 30 days after receipt of the waiver.						
Block 9 - Distribution Statement A. "Approved for public release; distribution is unlimited.						
BLOCKS 10, 12 AND 13 – Submit the waiver to NSWC CRANE CODE 805E for review and concurrence with the content. Final Approval of the waiver will be granted by NSWC PM, notification of approval will be provided within 60 days by the NSWC PCO.						
Submit via e-mail and shall be compatible with Windows 2000 and in MS Office applications.						
				15. TOTAL		
				0		4 0
G. PREPARED BY Sandra Paulin		T. DATE 24 May 2002		U. APPROVED BY <i>Theresa Andis,</i> <i>Crane Data Manager</i>		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188		
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.</small>							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER X				
D. SYSTEM/ITEM VAS IN LINE CLIP-ON / NIGHT SIGHT			E. CONTRACT/PR NO. N00164-02-R-8512		F. CONTRACTOR		
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM NOTICE OF REVISION			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80642C			5. CONTRACT REFERENCE 3.5.2.1		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE		b. COPIES	
						Draft	Final
						Reg	
						Repro	
16. REMARKS: BLOCK 4 - BLK 10 OF DATA ITEM DESCRIPTION. The NOR may be in contractor format. Contractor may use MIL-HDBK 61A and form DD 1692 as guidance. BLOCK 8 - The Government will review the NOR for technical, impact, merit and classification of the request. Comments will be provided within 30 days after receipt of the waiver. Block 9 - Distribution Statement A. "Approved for Public Release; distributed is unlimited. BLOCKS 10, 12 AND 13 – Submit the NOR to NSWC CRANE CODE 805E for review and concurrence with the content. Final Approval of the NOR will be granted by NSWC PM, notification of approval will be provided within 60 days by the NSWC PCO. Submit via e-mail and shall be compatible with Windows 2000 and in MS Office applications.				Curry_david@crane.navy.mil		1	
				helms_wj@crane.navy.mil		1	
				martinsj@soc.mil		1	
				ROBERTSR@SOC.MIL		1	
15. TOTAL		0	4	0			

G. PREPARED BY Sandra Paulin		V. DATE 24 May 2002	W. APPROVED BY <i>Theresa Andis,</i> <i>Crane Data Manager</i>	J. DATE
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP TM OTHER			
D. SYSTEM/ITEM VAS IN LINE CLIP ON/NIGHT SIGHT		E. CONTRACT/PR NO. N00164-02-R-8512		F. CONTRACTOR		
1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM CONFIGURATION STATUS ACCOUNTING INFORMATION			3. SUBTITLE CSA DATA		
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81253A		5. CONTRACT REFERENCE SOW 3.5.3		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E		
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 30DAC	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION 10EOM	a. ADDRESSEE	f. COPIES (e-mail)	
					Draft	Final
					Reg	Repro
16. REMARKS: BLK 4 - Block 10 of Data Item. Contractor format is acceptable BLK 9 - DISTRIBUTION STATEMENT A. "Approved for Public Release; distribution is unlimited." BLK 14 - The deliverable shall be in one or a combination of the following formats: Microsoft Word 2000, Excel 2000, PowerPoint 2000 or a mutually agreed upon format. Mail one hard copy or e-mail to Block 14 addressees.				Curry_david@crane.navy.mil	1	1
				helms_wj@crane.navy.mil	1	1
				martinsj@soc.mil	1	1
				ROBERTSR@SOC.MIL	1	1
15. TOTAL				4	0	3
G. PREPARED BY Sandra Paulin		X. DATE 24 May 2002	Y. APPROVED BY Theresa Andis, Crane Data Manager		J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP TM OTHER			
D. SYSTEM/ITEM VAS IN LINE CLIP-ON / NIGHT SIGHT		E. CONTRACT/PR NO. N00164-02-R-8512		F. CONTRACTOR		
1. DATA ITEM NO. A010	2. TITLE OF DATA ITEM TRAINING CURRICULUM			3. SUBTITLE TRAINING		
4. AUTHORITY (Data Acquisition Document No.) See Block 16		5. CONTRACT REFERENCE SOW 3.6.5.1/3.6.5.2		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E		
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 30DAC	14. DISTRIBUTION		
8. APP CODE	SEE BLK 16	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	g. COPIES (e-mail)	
					Draft	Final
					Reg	Repro
16. REMARKS: BLK 4 - Data Acquisition Document will be defined at Post Award Conference. BLK 8 - Contractor shall provide specific instructional materials, course outline, Instructor Guide, lesson guides, trainee guides, visual aids, test packages developed to "best commercial practice" to support operator and) O-level maintenance training. Training shall include at a minimum: equipment descriptions; controls and indicators, theory of operation, image intensifier system components, viewgraphs with video, interface, and system preventive maintenance and repair, and removal and replacement procedures. O level maintenance training shall also include handling, disposal, and storage, packaging and shipping instructions. The Contractor shall provide a draft for the Government's review and comment. Comments will be provided within 30 days for incorporation into the final Training Package. BLK 9 - Distribution Statement A. "Approved for public release; distributin is unlimited. BLK 14 - Submit the training curriculum in a one or a combination of the following formats: Microsoft Word 2000, Excel 2000, PowerPoint 2000 or a mutually agreed upon format. E-mail draft Training curriculum to addressees and the final shall be delivered on CD-ROM. proposed spare parts listing in Microsoft Word 2000/excel 2000 format.				Curry_david@crane.navy.mil	1	1
				helms_wj@crane.navy.mil	1	1
				martinsj@soc.mil	1	1
				ROBERTSR@SOC.MIL	1	1
15. TOTAL				4	0	4

G. PREPARED BY Sandra Paulin		Z. DATE 24 May 2002	AA. APPROVED BY Theresa Andis, Crane Data Manager	J. DATE
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP TM OTHER X			
D. SYSTEM/ITEM VAS IN LINE CLIP-ON / NIGHT SIGHT)		E. CONTRACT/PR NO. N00164-02-R-8512		F. CONTRACTOR		
1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM MANUAL and ASSOCIATED SUPPLEMENTAL			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-TMSS-80527A		5. CONTRACT REFERENCE SOW PARA 3.6.3.1		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E		
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 30DAC	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION 30DARC	a. ADDRESSEE	h. COPIES (e-mail)	
					Draft	Final
					Reg	Repro
16. REMARKS: BLK 4 - BLK 10 of Data Item - In contractor format acceptable. BLK 8 - The Government will review the draft manual for technical content and adequacy in accordance with the requirements of the Data Item and contract SOW. Written comments to be incorporated into the final will be provided within 30 days after receipt of the draft manual. BLK 9 - Distribution Statement A. "Approved for public release; distribution is unlimited. BLK 14 - Submit the draft via email in Microsoft Word 2000 format with viewer software. Final copy shall be both hard copy and CD-ROM. Contractor shall provide one hard copy, size 4" X 6" with each VAS In Line Clip-On / Night Sight delivered.				CURRY_DAVID@CRANE.NAVY.MIL	1	1
				HELMES_WJ@CRANE.NAVY.MIL	1	1
				MARTINSJ@SOC.MIL	1	1
				ROBERTSR@SOC.MIL	1	1
15. TOTAL				4	0	4
G. PREPARED BY Sandra Paulin		BB. DATE 24 May 2002	CC. APPROVED BY Theresa Andis, Crane Data Manager		J. DATE	

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP TM OTHER			
D. SYSTEM/ITEM VAS IN LINE CLIP-ON / NIGHT SIGHT		E. CONTRACT/PR NO. N00164-02-R-8512		F. CONTRACTOR		
1. DATA ITEM NO. A012	2. TITLE OF DATA ITEM PROPOSED SPARE PARTS LIST			3. SUBTITLE RECOMMENDED SPARE PARTS LIST		
4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-80134A		5. CONTRACT REFERENCE SOW 3.6.7.1		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E		
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 60DAC	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION 10DAC	a. ADDRESSEE	i. COPIES (e-mail)	
					Draft	Final
					Reg	Repro
16. REMARKS: BLK 4 - BLOCK 10 OF DATA ITEM.CONTRACTOR FORMAT IS ACCEPTABLE. BLK 8 - Government will review for technical content and adequacy in accordance with the contract SOW . BLK 9 - Distribution Statement A. "Approved for public release; distributin is unlimited. BLK 14 - Submit the proposed spare parts listing in Microsoft Word 2000/excel 2000 format. All proposed spare parts listed shall be available for ordering.				Curry_david@crane.navy.mil	1	
				helms_wj@crane.navy.mil	1	
				martinsj@soc.mil	1	
				ROBERTSR@SOC.MIL	1	
15. TOTAL				0	4	0
G. PREPARED BY Sandra Paulin		DD. DATE 24 May 2002	EE. APPROVED BY Theresa Andis, Crane Data Manager		J. DATE	

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP TM OTHER			
D. SYSTEM/ITEM VAS IN LINE CLIP-ON / NIGHT SIGHT		E. CONTRACT/PR NO. N00164-02-R-8512		F. CONTRACTOR		
1. DATA ITEM NO. A013	2. TITLE OF DATA ITEM SYSTEM SAFETY HAZARD ANALYSIS REPORT (SSHA)			3. SUBTITLE SSHA REPORT		
4. AUTHORITY (Data Acquisition Document No.) DI-SAFT-80101B		5. CONTRACT REFERENCE SOW 3.6.9.1		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E		
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 30DAC	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	j. COPIES (e-mail)	
					Draft	Final
					Reg	Repro
16. REMARKS: BLK 4 - BLOCK 10 OF DATA ITEM.CONTRACTOR FORMAT IS ACCEPTABLE. BLK 8 - The Contractor shall perform a comprehensive environmental, Safety and Health analyses and identify any hazardous materials contained in the VAS System. The Contractor shall provide a listing of all non-metallic materials used in the manufacture of Product Sample Hardware and shall be delivered to the Government concurrently with that hardware. The Contractor shall provide an updated list to the Government any time material changes occur to the Production Baseline which contain non-metallic material. BLK 9 - Distribution Statement A. "Approved for public release; distribution is unlimited. BLK 14 - Submit the Report in Microsoft Word 2000 format format.				Curry_david@crane.navy.mil	1	
				helms-wj@crane.navy.mil	1	
				martinsj@soc.mil	1	
				ROBERTSR@SOC.MIL	1	
				15. TOTAL		
G. PREPARED BY Sandra Paulin		FF. DATE 24 May 2002	GG. APPROVED BY Theresa Andis, Crane Data Manager		J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B